

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Taxi Systems Inc.  
2129 West Rosecrans Avenue  
Gardena, California 90249

ID No. CAD 983659871

Respondent.

Docket HWCA 01/02-3024

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control  
(Department) and Taxi Systems Inc. (Respondent) enter into this  
Consent Order and agree as follows:

1. Respondent generated hazardous waste at 2129 W.  
Rosecrans Avenue, Gardena, CA 90249 (Site).

2. The Department inspected the Site on October 23,  
2001.

3. The Department alleges the following violations:

3.1. The Respondent violated Health and Safety Code  
Section 25160, subdivision (b)(3) and California Code of  
Regulations, title 22, section 66262.42, subsection (a), in that on  
3 occasions, on or about January 19, 2000 through December 6, 2000,  
Respondent failed to contact the transporter or the owner or  
operator of the designated facility, within 35 days of the date  
waste was accepted by the initial transporter to determine the  
status of the hazardous waste after not receiving a copy of the  
manifest with the handwritten signature of the owner or operator of

1 the designated facility.

2 3.2. The Respondent violated Health and Safety Code  
3 section 25160, subdivision (b)(3) and California Code of  
4 Regulations, title 22, section 66262.42, subsection (b), in that on  
5 3 occasions, on or about January 19, 2000 through December 6, 2000,  
6 Respondent failed to submit an Exception Report to the Department  
7 when Respondent did not receive a copy of the manifest with the  
8 handwritten signature of the owner or operator of the designated  
9 facility within 45 days of the date the waste was accepted by the  
10 initial transporter.

11 3.3. The Respondent violated Health and Safety Code  
12 section 25163, subdivision (a)(1) that on one occasion on July 14,  
13 2000, Respondent transferred custody of a hazardous waste to a  
14 transporter who does not hold a valid registration issued by the  
15 Department.

16 4. A dispute exists regarding the alleged violations.

17 5. The parties wish to avoid the expense of litigation  
18 and to ensure prompt compliance.

19 6. Jurisdiction exists pursuant to Health and Safety  
20 Code section 25187.

21 7. Respondent waives any right to a hearing in this  
22 matter.

23 8. This Consent Order shall constitute full settlement  
24 of the violations alleged above, but does not limit the Department  
25 from taking appropriate enforcement action concerning other  
26 violations.

SCHEDULE FOR COMPLIANCE

9.1 Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent to:

Florence Gharibian, Branch Chief  
Statewide Compliance Division  
Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale, California 91201

9.2. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

9.3. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

9.4. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to:

1 inspecting records, operating logs, and contracts relating to the  
2 Site; reviewing the progress of Respondent in carrying out the  
3 terms of this Consent Order; and conducting such tests as the  
4 Department may deem necessary. Respondent shall permit such  
5 persons to inspect and copy all records, documents, and other  
6 writings, including all sampling and monitoring data, in any way  
7 pertaining to work undertaken pursuant to this Consent Order.

8           9.5. Sampling, Data, and Document Availability:

9 Respondent shall permit the Department and its authorized  
10 representatives to inspect and copy all sampling, testing,  
11 monitoring, and other data generated by Respondent or on  
12 Respondent's behalf in any way pertaining to work undertaken  
13 pursuant to this Consent Order. Respondent shall allow the  
14 Department and its authorized representatives to take duplicates of  
15 any samples collected by Respondent pursuant to this Consent Order.  
16 Respondent shall maintain a central depository of the data,  
17 reports, and other documents prepared pursuant to this Consent  
18 Order. All such data, reports, and other documents shall be  
19 preserved by Respondent for a minimum of six years after the  
20 conclusion of all activities under this Consent Order. If the  
21 Department requests that some or all of these documents be  
22 preserved for a longer period of time, Respondent shall either  
23 comply with that request, deliver the documents to the Department,  
24 or permit the Department to copy the documents prior to  
25 destruction. Respondent shall notify the Department in writing at  
26 least six months prior to destroying any documents prepared  
27 pursuant to this Consent Order.  
28

1                   9.6. Government Liabilities: The State of California  
2 shall not be liable for injuries or damages to persons or property  
3 resulting from acts or omissions by Respondent or related parties  
4 specified in paragraph 12.3, in carrying out activities pursuant to  
5 this Consent Order, nor shall the State of California be held as a  
6 party to any contract entered into by Respondent or its agents in  
7 carrying out activities pursuant to this Consent Order.

8                   9.7. Extension Requests: If Respondent is unable to  
9 perform any activity or submit any document within the time  
10 required under this Consent Order, the Respondent may, prior to  
11 expiration of the time, request an extension of time in writing.  
12 The extension request shall include a justification for the delay.

13                   9.8. Extension Approvals: If the Department determines  
14 that good cause exists for an extension, it will grant the request  
15 and specify in writing a new compliance schedule.

16   PAYMENTS

17                   10. Within 60 days of the effective date of this Consent  
18 Order, Respondent shall pay the Department a total of \$9,000.  
19 Respondent's check shall be made payable to Department of Toxic  
20 Substances Control, and shall be delivered together with the  
21 attached Payment Voucher to:

22   Department of Toxic Substances Control  
23   Accounting Office  
24   1001 I Street, 21st floor  
25   P. O. Box 806  
26   Sacramento, California 95812-0806

27 A photocopy of the check shall be sent to:

28   Florence Gharibian, Branch Chief  
  Statewide Compliance Division  
  Department of Toxic Substances Control

1 1011 North Grandview Avenue  
2 Glendale, California 91201

3 Nancy Long, Esq.  
4 Office of Legal Counsel  
5 Department of Toxic Substances Control  
6 1001 I Street, 23rd floor  
7 P. O. Box 806  
8 Sacramento, California 95812-0806

9 If Respondent fails to make payment as provided above,  
10 Respondent agrees to pay interest at the rate established pursuant  
11 to Health and Safety Code section 25360.1 and to pay all costs  
12 incurred by the Department in pursuing collection including  
13 attorney's fees.

14 OTHER PROVISIONS

15 11.1. Additional Enforcement Actions: By agreeing to  
16 this Consent Order, the Department does not waive the right to take  
17 further enforcement actions, except to the extent provided in this  
18 Consent Order.

19 11.2. Penalties for Noncompliance: Failure to comply  
20 with the terms of this Consent Order may subject Respondent to  
21 civil penalties and/or punitive damages for any costs incurred by  
22 the Department or other government agencies as a result of such  
23 failure, as provided by Health and Safety Code section 25188 and  
24 other applicable provisions of law.

25 11.3. Parties Bound: This Consent Order shall apply to  
26 and be binding upon Respondent and its officers, directors, agents,  
27 receivers, trustees, employees, contractors, consultants,  
28 successors, and assignees, including but not limited to  
29 individuals, partners, and subsidiary and parent corporations, and  
30 upon the Department and any successor agency that may have

1 a.  
Responsibility for and jurisdiction over the subject matter of this  
Consent Order.

3 11.4. Effective Date: The effective date of this  
4 Consent Order is the date it is signed by the Department.

5 11.5. Integration: This agreement constitutes the entire  
6 agreement between the parties and may not be amended, supplemented,  
7 or modified, except as provided in this agreement.

8  
9  
10 Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Respondent's  
Representative

13  
14 \_\_\_\_\_  
Typed or Printed Name and Title  
of Respondent's Representative

15  
16 Dated: \_\_\_\_\_

\_\_\_\_\_  
Florence Gharibian, Branch Chief  
Statewide Compliance Division  
Department of Toxic Substances  
Control